

AGREEMENT
BETWEEN
TOWN OF HOPKINTON
AND
RHODE ISLAND LABORERS' DISTRICT COUNCIL
OF THE
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
AFL-CIO
ACTING ON BEHALF OF
LOCAL UNION 15, WESTERLY, RHODE ISLAND

EFFECTIVE: JANUARY 1, 2008 – DECEMBER 31, 2011

POLICE DISPATCHERS/SECRETARY
ANIMAL CONTROL OFFICER

TABLE OF CONTENTS

ARTICLE I	PREAMBLE	PAGE 4
ARTICLE II	NO DISCRIMINATION.....	PAGE 4
ARTICLE III	UNION RECOGNITION.....	PAGE 5
ARTICLE IV	UNION SECURITY & DUES DEDUCTION.....	PAGE 6
ARTICLE V	MANAGEMENT RIGHTS.....	PAGE 7
ARTICLE VI	STABILITY OF AGREEMENT.....	PAGE 7
ARTICLE VII	BULLETIN BOARDS.....	PAGE 8
ARTICLE VIII	SAFETY AND HEALTH.....	PAGE 8
ARTICLE IX	NO STRICK/NO LOCKOUT.....	PAGE 8
ARTICLE X	GRIEVANCE AND ARBITRATION PROCEDURE.....	PAGE 8
ARTICLE XI	SENIORITY.....	PAGE 10
ARTICLE XII	ANNUAL LEAVE.....	PAGE 10
ARTICLE XIII	SICK LEAVE.....	PAGE 12
ARTICLE XIV	BEREAVEMENT LEAVE.....	PAGE 13
ARTICLE XV	JURY DUTY.....	PAGE 13
ARTICLE XVI	HOLIDAYS.....	PAGE 14
ARTICLE XVII	HEALTH & PENSION.....	PAGE 15
ARTICLE XVIII	TEMPORARY DISABILITY INSURANCE.....	PAGE 16
ARTICLE XIX	HOURS OF WORK.....	PAGE 16
ARTICLE XX	TRAINING.....	PAGE 18
ARTICLE XXI	WAGES.....	PAGE 18

ARTICLE XII	SUCCESSORS & ASSIGNS.....	PAGE 19
ARTICLE XXIII	MISCELLANEOUS.....	PAGE 19
ARTICLE XXIV	LAYOFFS.....	PAGE 20
ARTICLE XXV	LEGAL DEFENSE.....	PAGE 20
ARTICLE XXVI	LIFE INSURANCE.....	PAGE 20
ARTICLE XXVII	DURATION OF AGREEMENT.....	PAGE 20

AGREEMENT

This AGREEMENT entered into on this 1st day of July, 2008 by and between the TOWN OF HOPKINTON, Police Dispatchers and Secretary and Animal Control Officer, as established in the recognition clause of the Certifications issued by the Rhode Island Labor Relations Board case EE-3463, hereinafter referred to as the Employer, and the Rhode Island Laborers' District Council on behalf of LOCAL UNION 15, an Affiliate of the Laborers' International Union of North American, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I PREAMBLE

Section 1. This Agreement is entered into to facilitate the adjustment of grievances and disputes between the Employer and the employees to provide and to establish necessary procedures for the amicable adjustment of all disputes which may arise between the Town and the Union.

Section 2. The Town and the Union encourage the highest possible degree of practical, friendly, cooperative relationship between the respective representatives at all levels. The officials of the Town and the union realize that this goal depends primarily upon cooperative attitudes between people in their respective organizations and at all levels of responsibility and that proper attitudes must be based upon full understanding of and in regard for the respective rights and responsibilities of both the Town and the employees.

ARTICLE II NO DISCRIMINATION

Section 1. Neither the Employer nor the Union shall discriminate against any employee because of age, race, color, creed, political affiliation, or national origin in violation of any applicable statute, and any and all claims of discrimination shall be pursued under the provisions of the applicable statute, which shall be deemed to afford the claimant his or its exclusive remedy, notwithstanding any of the provisions of this Agreement.

Section 2. All references to the term "employee" in this Agreement shall include both sexes and wherever the male gender is used it shall be construed to include both male and female employees.

ARTICLE III
UNION RECOGNITION

Section 1. The Employer recognized the Union as the exclusive bargaining representative for, and this Agreement shall apply to, all employees employed by the Employer in the classifications of Police Dispatcher as set forth within the scope of Bargaining Unit SLRB Case No. EE-3464 (Dispatcher) and including the Secretary and Animal Control Officer.

Section 2. Limited period employees may be used for a limited time as defined within, a limited period employee is one who is hired for a period of up to six (6) months and is so informed at the time of hire and who is hired for a special project or emergency situation or to replace any employee on leave or vacation. The said six (6) month period may be extended up to an additional three (3) months or for the length of maternity leave of the employee being replaced, or any extension of such maternity leave. Limited period employees, as defined above, shall have no seniority during the term they occupy the status of limited period employees. Limited period employees, while they occupy that status, may be terminated for any reason without recourse under this Agreement. Reserve dispatchers are not considered limited period employees.

Section 3. All employees hired after the effective date of this Agreement shall serve a probationary period of six (6) months during which they may be discharged without recourse under this Agreement. Upon the satisfactory completion of the probationary period, the employees' seniority hereunder shall commence, retroactive to date of hire. The Police Chief, in his or her sole discretion, reserves the right to extend the probationary period if said performance is unsatisfactory for an additional three (3) months, and also for one six month period beyond that, but said six month extension shall only be allowed with the acknowledgement of the Union, and any extended probationary period may be terminated for any reason without recourse.

Section 4. The Employer agrees not to enter into any agreement or contract with members of the bargaining unit, individually or collectively, which is inconsistent with the provisions of this Agreement, nor shall the Employer negotiate or bargain with them unless it is through the duly authorized representative of the Union, and any such agreement entered into shall be null and void.

Section 5. Minimum age for employment for all full-time permanent employee positions shall be eighteen (18) years of age.

ARTICLE IV
UNION SECURITY AND DUES DEDUCTION

Section 1. All employees in the bargaining unit on the effective date of this Agreement who have been employed in such unit for at least thirty (30) days as of the date shall be required, as a condition of continued employment, either to (1) become members of the Union or (2) pay to the Union a service charge in an amount equal to membership dues. All new employees and those who complete thirty (30) days of employment in the bargaining unit subsequent to the effective date of this Agreement shall be subject to the foregoing condition after they have completed thirty (30) days of employment in the bargaining unit.

Section 2. An employee who shall tender (1) the period dues uniformly required as a condition of acquiring or retaining union membership or (2) the service charged referred to above, shall be deemed to have satisfied the condition of employment established in Section 1 of the Article. In the event the Union shall seek the discharge of a member of the bargaining unit for failure to comply with said condition, the Union shall inform the Employer in writing of the state of facts on which the request for discharge is based and if upon investigation, which must be completed within five (5) working days, the Employer finds that such facts are correct, and the employee, upon notice in writing from the Employer, fails within seven (7) days to comply with said condition of continued employment, that is, the payment of dues or the service charge referred to herein, the Employer shall discharge the employee.

Section 3. The Employer shall deduct from the pay of each employee covered by this Agreement all required Union dues and/or service charges, provided that at the time of such deduction there was in the possession of the Employer a current lawful written authorization for such deduction, executed by the employee, in a form agreed upon by the parties. The Union shall, by its treasurer, certify in writing the amount of membership dues and the service charge referred to above, to the Employer and all such dues and/or service charges deducted hereunder shall be remitted by the Employer to the Union on a monthly basis. The Union agrees to, and hereby does, indemnify and hold harmless the Town, each

Town Council member, and all employees of the Town, against any award, judgment, loss or expense liability arising out of any claims made against the Employer by an employee because of such deduction from his wages or because of any other provisions of this Article, including discharge under Section 2. Such deduction shall be made in the first pay period of each month and shall be remitted monthly to the Secretary/Treasurer of Local #15.

ARTICLE V MANAGEMENT RIGHTS

Subject to the terms and conditions of this Agreement, it is understood and agreed that the Town shall have sole jurisdiction over the management of the operations of the Town including, but not limited to, the work to be performed; the scheduling of work; the establishment and changing of scheduled shifts and hours of work; the promotion of employees; fixing and maintaining standards of quality of work and productivity standards; methods of operations made or purchased; the right to hire transfer, discipline or discharge for just cause and layoff because of lack of work or other legitimate reasons including budget cuts and to enforce rules and regulations.

ARTICLE VI STABILITY OF AGREEMENT

Section 1. No agreement, understanding, alteration or variation of the terms and provisions of this Agreement shall be effective unless made and executed in writing by both parties. Failure of the Employer or the Union to exercise any rights they have under this Agreement or to insist in any one or more instances upon performance of the terms and conditions of this Agreement by the other party shall not be construed as a waiver or relinquishment of the right of the Employer or the Union to exercise any rights they have under this Agreement or to require future performance of any of the terms or conditions of this Agreement by the other party, and the obligations of the Employer and the Union to comply with this Agreement shall continue in full force and effect.

Section 2. This Agreement constitutes the entire agreement between the Employer and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall be reduced to writing and signed by the parties subsequent to the effective date of this Agreement. The parties acknowledge that during the negotiations which resulted in the Agreement, each has had the unlimited right and opportunity to make

demands with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE VII BULLETIN BOARDS

Reasonable space on the appropriate bulletin boards in an appropriate location shall be made available to the Union for the posting of official Union information.

ARTICLE VIII SAFETY AND HEALTH

Section 1. Objection and Obligation of the Parties. The Town of Hopkinton and the Union will cooperate in the continuing objective to eliminate accident and health hazards. The Town shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.

ARTICLE IX NO STRIKE / NO LOCKOUT

Section 1. Cognizant of the statutory strike prohibition, the Union additionally agrees that neither it nor its members will engage in any strike, slowdown or connected refusal to perform duties not will the Employer lockout its employees during the term of this Agreement.

Section 2. Employees will carry out properly any work assignment given to them. In the event any grievance arises over the propriety of the assignment of the work, or from any other cause, the work will be performed by the employee without interruption and the employee shall have the right to have the grievance disposed of in accordance with the grievance procedure established herein.

ARTICLE X GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. It is mutually understood and agreed that all grievances of Employees or the Employer arising out of the provisions of this contract shall be dealt with as follows.

Section 2. One Union representative at any reasonable time shall be guaranteed sufficient time off during working hours to seek to settle grievances without loss of pay. An aggrieved employee shall have the right to union representation, including counsel and

Rhode Island Laborers' District Council representation during the entire duration of the grievance procedure.

Step 1. Employees in the first instance may register grievances with the steward in the Union who shall present such grievances to the Chief of Police in writing. The Chief of Police shall have ten (10) working days to adjust the grievance. Any grievance which is not presented within ten (10) working days of the date Of the occurrence shall be deemed to have been waived.

Step 2. If unable to reach satisfactory adjustment within ten (10) working days, the Union shall submit the grievance in writing to the Town Manager within ten (10) working days. A response to the Union by the Town Manager must be in writing within thirty (30) working days.

Section 3. Notwithstanding those steps set out above, such steps may be waived by Agreement in writing signed by authorized representatives of the parties to this Agreement which waiver will permit prompt submission to arbitration, thus promoting the welfare of both parties of this Agreement.

Section 4. If a grievance is not settled, such grievance shall, at the request of the Union, be referred to the American Arbitration Association in accordance with its rules then pertaining.

The arbitrator shall hold a hearing and his decision shall be final and binding upon the parties. The expenses of such arbitrator shall be borne equally by the parties. The arbitrator shall have no power to alter, amend, add to or deduct from the provisions of this Agreement.

The submission to arbitration must be made to within ten (10) working days of receipt of the Town Council's answer as stated in Step 2 above, or else, it shall be deemed to have been waived.

Subject to any limitation of law, the Employer and the Union agree to apply the decision of the arbitrator to all substantially similar situations.

Section 5. Cognizant of the statutory strike prohibition, the Union additionally agrees that neither it nor its members will engage in any strike, slowdown, or concerted refusal to perform duties nor will the Employer lockout its Employees during the term of this Agreement over any matter which is subject to final and binding arbitration.

ARTICLE XI SENIORITY

The parties agree to define seniority as follows: Primary Seniority shall be the length of service within a class of position in the Police Department and Secondary Seniority shall be the length of service worked by an employee in the Police Department.

Section 1. The Town Administrator or his or her designee shall prepare and forward to the Business Manager of the Union a seniority list of employees by class of position, date of appointment, date of hire by the Police Department and pay grade, and shall notify the Union of additions and deletions each month. Seniority lists shall be updated annually and posted on approved bulletin boards.

Section 2. Seniority shall be considered broken for the following reasons only:

- (a) when an employee has been discharged for just cause;
- (b) when an employee voluntarily terminates his/her employment;
- (c) when an employee fails to respond to a recall notice within ten (10) calendar days;
- (d) when an employee exceeds an authorized leave of absence;
- (e) when an employee is engaged in other work without authorization while on leave of absence;
- (f) when an employee is laid off in excess of two (2) consecutive years.

Section 3. In the event of layoffs, employees shall be laid off in the following order according to seniority:

- (a) those with temporary status;
- (b) those with probationary status;
- (c) those with permanent status.

Two weeks notice of layoff shall be given to the employee so affected. No provision of the collective bargaining agreement will prohibit overtime while a bargaining unit employee remains on layoff. Any employee who has been laid off and is called back within a two (2) year period from the date of layoff shall be reinstated at the same seniority and benefits level as existed at the time of layoff.

Section 4. Reduction in Work Force. In the event a reduction in forces is required, the most junior employee in the bargaining unit, by class of position shall be subject to layoff.

ARTICLE XII
ANNUAL LEAVE

Section 1. Permanent full-time employees shall be granted annual leave at the employee's regular rate of pay in accordance with the following schedule:

6 months	= 1 day
6 months – year	= 4 days for a total of 5 days the first year
1 year	= 10 days
3 years	= 15 days
10 years	= 20 days
15 years	= 21 days
20 years & above	= 25 days

Employees, with three (3) or more years service, may carry over maximum of ten (10) days vacation to the next year.

Section 2(a). Vacation leave shall granted on January first of each year. The vacation accrual rate shall be determined by the number of days to which an employee is entitled in that year divided by the number of pay periods in the year. Upon separation from employment, any employee who has used vacation leave before it has been accrued in any given year shall be required to pay back to the employer the amount of any such used but un-accrued vacation leave. The employer shall have the right to withhold any such used by un-accrued vacation leave from the employee's final pay check.

(b) To the extent feasible and consistent with effective departmental operation, employees will be permitted to take vacation leave according to their own convenience subject to the following conditions:

- 1) The Department Head shall be notified two (2) weeks in advance of any vacation request for more than three (3) days. However, nothing shall preclude the Department Head from granting leave without the required advance notice if it does not adversely affect the operation of the department. However, no vacation shall be granted without prior approval of the Department Head.
- 2) Scheduling of vacation time shall be in the order of with preference being given to the persons having the longest employment in the department.

- 3) Granting of vacation time is mandatory upon the Department Head but the time when such leave is granted shall be consistent with the best interests of the work program of the department or a division thereof, provided that no employee may be deprived of vacation privileges to which he is entitled under this rule.
- 4) Unused vacation leave is not subject to buyback.

Section 3. Personal Leave Days. In addition to the above, effective for the 2008 – 2011 contract years employees shall receive three (3) personal days.

Section 4. State of Emergency. In the event the Governor of the State or the Town Manager declares a state of emergency and Town offices are closed, employees who are required to work when other employees are so excused shall be paid time and one-half for this service.

ARTICLE XIII SICK LEAVE

Section 1. All full-time employees, excluding part-time and temporary, are entitled to sick leave at the rate of one day and one-quarter per month for a total of fifteen (15) days per year. A member of the bargaining unit will be allowed to accumulate unused sick leave, without limitation. Upon retirement, a member of the bargaining unit will be compensated for 50% of any unused sick leave over 100 days and up to 180 days. Compensation will be at the employees regular rate of pay at the time of his/her retirement.

Section 2. Sick leave shall not be considered a privilege which may be used by the employee at his discretion but shall be allowed only under the following conditions:

- a) personal illness; physical incapacity beyond the employee's control
- b) when an illness in the immediate family requires the employee's personal attention and the necessity of such attention is supported by a doctor's certificate, when requested by the Police Chief. Said leave shall be in accordance with the Family Medical Leave Act or the Rhode Island Parental & Family Leave Act.

Section 3. Employees using sick leave shall notify their supervisor within four (4) hours of the normal starting time on the day of their absence. Failure to provide notification shall result in the loss of sick leave for that day or period of absence unless

the failure to notify the supervisor was due to extenuating circumstances beyond the control of the employee. A form shall be completed by the Employee on the day of his/her return to work and shall be submitted to the Police Chief or his designee.

Section 4. When the absence is two (2) or more consecutive days, the employee's Department Head may require a physician's certificate or other satisfactory evidence. Other satisfactory evidence shall consist of a note or certificate from a medical facility or clinic or receipts from said facility, a notarized affidavit from the employee, or receipt(s) for prescription or non-prescription medicine related to the illness. Failure to comply with this provision shall result in the loss of sick leave benefits for that period of absence.

Section 5. In any calendar month in which an employee accumulates more than two (2) separate absences charged to sick leave or unauthorized absences, with or without pay, said employee shall not accrue sick leave credit for that month, unless the employee provides a doctor's certificate to substantiate sick leave for the third (3rd) or any additional absences.

Section 6. In the event an employee who has worked for the Town two (2) or more years has used up all accumulated sick and annual leave due to a serious and protracted illness, said employee may apply in writing to the Department Head and the Town Manager for an extension of sick leave beyond that accumulated by the employee, not to exceed ten (10) working days in any calendar year. Leave granted under this provision shall be charged to sick leave accumulated upon the employee's return to work at the rate of one-half (1/2) day per month until the deficit is eliminated. The decision whether to grant leave under this provision shall be at the discretion of the Town Manager. Said decision shall not be subject to the grievance procedure. In case of disagreement the Union representative and the Town Manager shall meet to resolve the dispute.

Section 7. Leave of Absence Without Pay. The Chief may grant leaves of absence without pay after consultation with the Town Manager.

ARTICLE XIV BEREAVEMENT LEAVE

Death in the Family. A maximum of five days leave with pay will be granted to an employee for death in the immediate family. For purposes of this section, "immediate family" shall be: wife, husband, mother, step-mother, father, step-father, son, step-son,

daughter, step-daughter, brother, step-brother, sister, step-sister or significant other residing in the household. A maximum of three days leave with pay will be granted for mother-in-law, father-in-law, grandmother, grandfather and grandchild. One day will be granted for attending the funeral of any other relative. Employees will be allowed to use vacation or personal time to participate in a funeral.

ARTICLE XV
JURY DUTY

Regular full-time employees shall be granted leave of absence for required jury duty, or appearance before any court or other public body required by or on behalf of the Town of Hopkinton. Such employees shall receive that portion of their regular salary which will, together with their jury pay or fees, equal their total salary for the same period.

ARTICLE XVI
HOLIDAYS

Section 1. The following shall constitute holidays for purposes of this Agreement:

½ Day before New Year's Day

New Year's Day

Victory Day

Martin Luther King, Jr. Day

Columbus Day

President's Day

Veteran's Day

Memorial Day

Thanksgiving Day

July Fourth

Day after Thanksgiving

Labor Day

½ Day before Christmas

Christmas Day

Section 2. As set forth herein, employees shall receive pay for the above holidays provided that they shall have worked their last scheduled working day preceding such holiday and their first scheduled working day following such holiday unless their absence on either of such days was a result of illness, at which time a physicians certificate shall be required. All full-time employees shall be eligible to receive all of the holidays listed in Section 1 above.

Section 3. Holidays on Scheduled Days Off or Scheduled Vacation. Should any of the holidays recognized above fall on any employee's scheduled day off or scheduled vacation, the employee shall be paid for said holiday and shall not be charged for the scheduled day off or vacation day. Holidays that fall on Saturdays or Sundays are observed on Fridays or Mondays.

Section 4. Holiday Worked. An employee required to work on a holiday which falls during his normal work week, to which he is entitled under the Agreement, shall be paid time and one-half his regular rate of pay for such day in addition to his holiday pay or an additional day off with pay.

ARTICLE XVII HEALTH AND PENSION

Section 1. Health Insurance. The Employer will provide and pay for Health Care and Dental benefits equal to the coverage presently in existence, said coverage to be placed with a provider of the employer's choice.

Section 2. All employees shall pay a portion of the premium for their health and dental coverage at a rate of ten (10%) percent for the fiscal year 2008-2009 eleven percent (11%) percent for the fiscal year 2009-2010 and twelve (12%) percent for the fiscal year 2010-2011.

Section 3. Employees shall be allowed to waive benefits in this Article provided they are covered by similar or same benefits through a spouse. Employees who elect to waive this coverage shall receive 50% of the cost of the yearly premiums up to a max of \$3,500.00 of either or both coverage waived on a twice yearly basis.

Section 4. The employer shall reimburse employees one hundred (\$100.00) Dollars toward eyeglasses every year upon presentation by the employee to the Department head of a receipt for same.

Section 5 a. All employees presently covered by this Agreement shall be members of the State of Rhode Island Municipal Employees Retirement System, Chapter 45-21 R.I.G.L. and COLA Plan C 45-21-52 R.I.G.L.

b. Provided that State Legislation enables the Town to so act, the Town shall have the right to enroll Employees covered by this Agreement and hired by the Town after June 30, 2010 in a 403(b) pension plan established by the Town. Employees covered by this

agreement and employed by the Town prior to June 30, 2010 shall remain members of the State of Rhode Island Municipal Employees Retirement System, 45-21 R.I.G.L. and COLA Plan C 45-21-52 R.I.G.L. Under the 403(b) pension plan, the town shall contribute 3% of the employees' annual compensation into this plan. The Town's contribution to this plan shall be made monthly. Employees hired after June 30, 2009 that are covered by the 403(b) may contribute additional funds to their account as allowed by Internal Revenue Code (currently the smaller of 100% of compensation of \$15,500 per year).

c. If Legislation does not so provide, Employees covered by this Agreement and hired by the Town after June 30, 2010 shall be members of the State of Rhode Island Municipal Employees Retirement System, Chapter 45-21 R.I.G.L. and COLA Plan C 45-21-52 R.I.G.L.

ARTICLE XVIII TEMPORARY DISABILITY INSURANCE

All employees covered by this Agreement shall be enrolled in the State of Rhode Island Temporary Disability Program at the employee's expense under conditions specifically provided by the State statute.

Section 1. The Town agrees to be bound by the provisions of the Workers' Compensation Act, Section 28-30-1 et. seq. of the General Laws of the State of Rhode Island, as amended.

Section 2. It is agreed by the employees that notification will be given to the Town immediately of any alleged injury arising in the course of their employment with the Town or within twenty-four (24) hours, of the alleged injury said to have been sustained by an employee arising out of their employment.

Said notification shall be given to the immediate supervisor or his/her designee.

The Town shall provide Workers' Compensation coverage for those employees covered under the Act and shall receive compensation only under the provisions of statute which does not include usage of sick leave or annual leave.

ARTICLE XIX HOURS OF WORK

Section 1. The Town shall maintain a minimum of three shifts comprised of: 8 a.m. to 4 p.m., 4 p.m. to 12 midnight, and 12 midnight to 8 a.m. Forty (40) hours shall constitute

a normal work week for said Dispatcher, Secretary and Animal Control Officer. One work day shall be defined as the shift beginning at 12:01 a.m. and shall include the following 2 shifts for purposes of leave time and sick time.

Section 1a. Employer shall allow members covered by this Collective Bargaining Agreement to swap shifts on a temporary basis with advance notification to the Supervisor in a statement acknowledging the shift swap signed by both members and must be approved by the Chief of Police or his designee. **Said swap shall not result in the accruing of overtime.** Anyone agreeing to a shift swap agrees to be held over to a subsequent shift if required.

Section 2. Breaks. When a shift is filled with 3 or more officers (uniformed or plain clothes), or 2 or more civilian employees, the on duty dispatcher will receive a one hour break from the desk.

At the beginning of the shift the on duty supervisor, or the senior officer, will advise the dispatcher an appropriate time for their break (approximately ½ way through their shift), and also advise the covering officer or civilian employee the time to relieve the duty dispatcher.

If the shift lacks 3 or more officers, or a civilian employee, the officer in charge will either cover the desk, or appoint an officer to do so. Both parties understanding that the on duty dispatcher will carry an emergency portable radio, and will respond to the dispatch center in the case of an emergency. In these special circumstances, the on duty dispatcher will not be permitted to leave the grounds of Police Headquarters.

These measures must be taken to satisfy Federal Labor Laws. Any interference with these guidelines will be met with severe penalties. This is a Federal Statute that this department must begin to comply with.

Section 3. Overtime. Employees covered by this Agreement shall receive overtime pay at the rate of one hundred fifty percent (150%) their regular rate of pay for all hours worked in excess of their regular work day and in excess of their regular work week as provided in Section 1 above.

Section 4. Rotation of Overtime. Overtime work shall be rotated and equally distributed among employees, subject to their ability to perform the work required. Any

open shift of sick, vacation leave, etc. will be filled first with full-time dispatchers by rotation, then offered to the secretary. In the event these individuals refuse said work, then in that event the Town may fill the position with reserve dispatchers or other limited period employees.

Section 5. Call-Back. Employees covered by this Agreement shall receive a minimum of four (4) hours pay for "call-back" time. Call-back shall be when an employee has left his/her regular scheduled shift and is called back any time thereafter where hours are not continuous to the employee's normal work shift.

Section 6. Prior to July 1st of each year, members shall re-bid for shifts by seniority for the upcoming year.

ARTICLE XX TRAINING

Section 1. All newly hired dispatchers shall attend a power phone or similar type training seminar. All dispatchers shall receive a power phone refresher course every two years. The Town shall reimburse the employee the fee for cost of the seminar.

Section 2. Dispatchers shall be required to be trained in First Aid and CPR. The Town shall cover the cost of this training and shall make it available to dispatchers who have not had said training.

ARTICLE XXI WAGES

Section 1. All employees covered by this Agreement shall be paid a salary in accordance with the scale below:

07/01/08

Minimum	\$16.32	2%
After 1 year of Service	\$17.34	2%
After 5 years of Service	\$19.02	2%
After 10 years of Service	\$20.04	2%

07/01/09

Minimum	\$16.81	3%
After 1 year of Service	\$17.86	3%
After 5 years of Service	\$19.59	3%
After 10 years of Service	\$20.64	3%

07/01/10

Minimum	\$17.31	3%
After 1 year of Service	\$18.40	3%
After 5 years of Service	\$20.18	3%
After 10 years of Service	\$21.26	3%

Section 2. Longevity. No employees hired after the effective date of this contract shall be entitled to receive longevity. All employees hired before the effective date of this contract shall be entitled to receive longevity as follows: each employee with 5 years of service will receive a 2% longevity increase, 10 years of service, a 3% longevity increase and 15 years of service, a 4% longevity increase which shall be the maximum longevity increase allowed; provided, however, that any employee already receiving a 5% longevity increase as of the effective date of this contract shall be entitled to continue to receive said increase.

Section 3. All members of the bargaining unit shall be paid on a bi-weekly basis.

Section 4. Clothing & Shoe Allowance. The Town shall provide the Police Dispatchers and Secretary with a clothing allowance for cleaning as follows: \$200.00 per year for the term of the agreement upon presentation by the employee to the Department head of receipts for same. Uniforms shall be provided by the Town and shall consist of tan khaki pants and a shirt with an Employer approved Hopkinton Seal and shall be worn at all times. Uniforms provided shall include appropriate footwear.

ARTICLE XXII SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the Town of Hopkinton and the Union and its successors and assigns.

ARTICLE XXIII MISCELLANEOUS

Section 1. Representatives. The Union shall furnish in writing to the Employer the name of the steward, president and business manager of Local Union 15 and shall as soon as possible notify the Chief of Police and the Town Council in writing of any change thereto. The Union may be represented by representatives of the Rhode Island Laborers' District Council and/or Counsel.

Section 2. Military Leave. Military leave means training and service performed by inductee, enlistee, or reservist, or any entrant into a temporary component of the armed forces of the United States and time spend in reporting and returning from such training in service or if rejection occurs, from the place of reporting for service. It also includes active duty training as a reservist in the armed forces of the United States or as a member of the National Guard of the State of Rhode Island.

The Council shall grant military leave, without pay, upon written request by the employee.

ARTICLE XXIV LAYOFF NOTIFICATION

Section 1. Layoff Notification. In the event of a layoff or reduction in workforce, the employer shall notify the Union 15 days in advance or as soon as they have knowledge thereof.

ARTICLE XXV LEGAL DEFENSE

Section 1. Legal Defense. The Employer agrees to provide legal defense for and hold harmless the employees' who are defendants in Civil Litigation arising from their conduct on behalf of the Town of Hopkinton. Provided, however, that this provision shall apply only in cases in which the employee is being suspended for errors or mistakes in intellectual judgment or analysis and shall not apply to Physical Acts of the employees, except in reasonable self-defense.

ARTICLE XXVI LIFE INSURANCE

Section 1. Life Insurance. The Employer shall pay the full cost of providing Term Group Life Insurance coverage in the amount of Fifty Thousand (\$50,000.00) Dollars for all employees covered by this agreement.

ARTICLE XXVII DURATION OF AGREEMENT

Section 1. The terms and conditions of this Agreement shall be effective July 1, 2008 and shall continue in full force and effect through June 30, 2011 and from year to year thereafter unless either party, at least one hundred twenty (120) days prior to August 1,

2010, gives notice in writing to the other party of its intention to terminate this Agreement, in which event this Agreement shall terminate at the end of the contract year in which said notice is given. In the event that no such notice is given, negotiations shall begin no later than one hundred and eighty (180) days prior to the termination of this Agreement.

Section 2. The provisions of the preceding section shall not prevent the parties, by written agreement, from extending any portion of this Agreement (after the one hundred twenty (120) day notice has been given) for any agreed upon period beyond its expiration date.

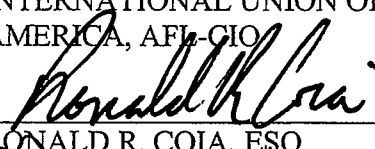
Section 3. Both the Town and Local #15 agree that in the future any reorganization of the Town Government will be cause for consultation regarding the number of employees in the bargaining unit with deference to the unit certifications in effect.

27th IN WITNESS WHEREOF, the parties hereto have executed this Agreement this day of June, 2008.

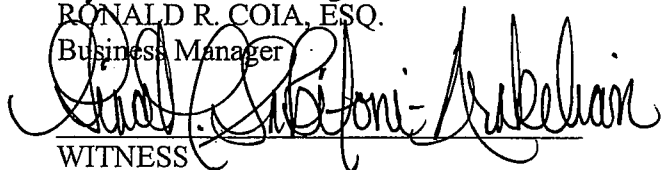
ON BEHALF OF THE TOWN
OF HOPKINTON

RHODE ISLAND LABORERS' DISTRICT
COUNCIL ON BEHALF OF LOCAL
UNION 15 OF THE LABORERS'
INTERNATIONAL UNION OF NORTH
AMERICA, AFL-CIO


WILLIAM DILIBERO
Town Manager


RONALD R. COIA, ESQ.
Business Manager


WITNESS


WITNESS

LABORERS' LOCAL UNION 15 OF THE
LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA AFL-CIO


DAVID CAPIZZANO
Business Manager


WITNESS